

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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AMCOM SOFTWARE, INC.,

Plaintiff,

- v. -

SDC SOLUTIONS, INC. and
JOSEPH P. KOSAKOWSKI,

Defendants.
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ELECTRONICALLY FILED
DOC #:
DATE FILED: 6/16/08

Civ. No. 08-CV-5059 (AKH) (HBP)

STIPULATED TEMPORARY RESTRAINING ORDER

WHEREAS on June 3, 2008, Plaintiff Amcom Software, Inc. ("Amcom") filed its complaint in the above-captioned action and its motion for a preliminary injunction; and

WHEREAS the parties have agreed to a Stipulated Temporary Restraining Order, the terms of which are memorialized below, pending this Court's hearing and decision on Amcom's motion for a preliminary injunction;

IT IS hereby ORDERED and DECREED as follows:

1. Defendants SDC Solutions, Inc. ("SDC") and Joseph P. Kosakowski ("Kosakowski") agree to return the customer relationship management software database tool, called "Goldmine," and all data contained therein, to Amcom as successor to XTEND Communications Corp. ("XTEND").

2. SDC agrees to permanently delete the Goldmine software and data contained therein from any and all servers, PCs, laptop computers, and other hardware where it may be stored. It will not do so without first preserving that data (including all metadata), in the form in which it appeared on SDC's servers, PCs, laptop computers, and other hardware, etc., and depositing that preserved data exclusively in the offices of its attorneys. In addition, the laptop

computer referenced in numbered paragraph 3, below, and its contents, will under no circumstances be altered in any way, except to the extent outlined below.

3. The Defendants agree to turn over to Amcom's counsel, on or before June 17, in the same condition and containing all of the same data as was on it when Kosakowski's employment was terminated by XTEND/Amcom, the laptop computer purchased by Kosakowski from XTEND/Amcom. To the extent that the laptop contains any SDC confidential data or purely personal information of Kosakowski, SDC may remove it, provided that in so doing it does not in any way alter the data or metadata that is (a) contained in any database or any file that was on the laptop computer on or before the date of Kosakowski's termination by XTEND/Amcom, or (b) contained in any document that contains, references, or incorporates XTEND/Amcom confidential or proprietary information. Such data, if removed, will be preserved in the exclusive custody of SDC's counsel. Should data or documents called for by the discovery requests be contained within the preserved data referenced in this paragraph and/or numbered paragraph 2, above, or any other question arise with respect to such data, the parties will negotiate in good faith, when and if it becomes necessary in connection with the litigation, the parameters under which the preserved data may be reviewed by either party, and will seek the Court's intervention in the event that such terms cannot be agreed upon.

4. The Defendants agree to make no current or future use of any information contained in or derived from the Goldmine software, and of any other XTEND/Amcom confidential or proprietary document/data, whether contained on Kosakowski's laptop, other electronic media, or in any hard copy documents .

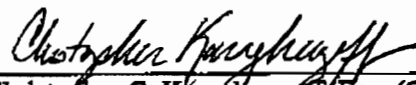
5. The Defendants agree not to use any of XTEND's/Amcom's confidential or proprietary information acquired by Kosakowski while he was employed by XTEND/Amcom.

6. The Defendants agree to produce a list of entities and individuals it contacted through information derived, independently, from Goldmine. The Defendants also agree to furnish copies of all correspondence that they sent to those entities that were based in any part on information contained in the Goldmine database or, in whole or in part, on any other document/database that contains confidential or proprietary XTEND/Amcom information. This list will be produced on or before June 18, 2008.

7. SDC agrees to produce all records entered into SDC's customer relationship management (CRM) database that are/were derived from the Goldmine database or, in whole or in part, from other confidential or proprietary Amcom/XTEND documents/data. Such records will be produced on or before June 18, 2008.

Dated: New York, New York
June 12, 2008

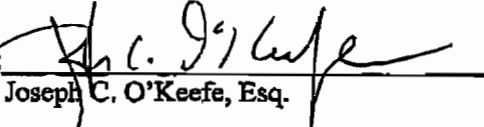
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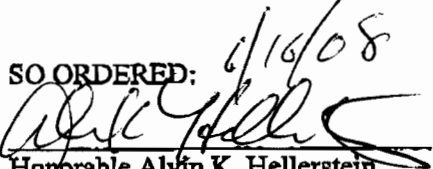
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Attorneys for Defendants SDC Solutions, Inc.
and Joseph P. Kosakowski

SO ORDERED: 6/16/08


Honorable Alvin K. Hellerstein
United States District Judge